

OUR TERMS

1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply services to you.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Swimcentral Ltd a company registered in England and Wales. Our company registration number is 7637609 and our registered office is at Unit 58, 3 Edgar Buildings, Bath, Banes, England, BA1 2FJ.
- 2.2 **How to contact us.** You can contact us by telephoning 01225 800212 or by writing to us at info@swimcentral.org.uk AND AT Unit 58, 3 Edgar Buildings, Bath, Banes, England, BA1 2FJ
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1 **How we will accept your order.** Our acceptance of your order will take place when [we write to you to accept it, at which point a contract will come into existence between you and us.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the services. This might be because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements or because we have identified an error in the price or description of the services.
- 3.3 **Your order.** Registration and payment should be completed on our website: www.swimcentral.org.uk. All bookings are accepted on a 'first come first served' basis. By registering details online, The Customer will register for a login name and password. The Customer will then register their swimmer/s and be permitted to select and pay for their preferred venue, stage and time. The Customer will be required to pay for the term online using the secure payment system and agree to the terms and conditions set out in this document. Confirmation of payment will be sent to The Customer by email. Places are not guaranteed; they are subject to availability.

3.4 When paying online, your order is assigned a transaction ID. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

3.5 **We only sell to the UK.** Our website, catalogue and brochure are solely for the promotion of our services in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

4. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the services please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the services, their timing or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

5. OUR RIGHTS TO MAKE CHANGES

5.1 **Minor changes to the services.** We may change the services:

- (a) to reflect changes in relevant laws and regulatory requirements [e.g. regulations introduced to protect children in swimming pools]; and
- (b) to implement minor technical adjustments and improvements. These changes will not affect your use of the services e.g. to change the website or booking system, teaching programme or method of reporting on your swimmer's progress.
- (c) a change to your appointed instructor

5.2 **More significant changes to the services and these terms.** In addition, as we informed you in the description of the services on our website, we may make the following changes to [these terms or] the services, but if we do so we will notify you and you may then contact us to end the contract and receive a full refund before the changes take effect: For example:-

- (a) a change to your appointed time of any swimming lesson
- (b) to vary location of any swimming lesson

6. PROVIDING THE SERVICES

6.1 **When we will provide the services.** We will supply the services to you from the date set out in the order for the time period set out in the order. The completion date for the services is told to you during the order process, or until either you end the contract for the services as described in clause 7 or we end the contract by written notice to you as described in clause 7.3.

6.2 **We are not responsible for events outside our control.** If our performance of the services is affected by an event outside our control, such as a pool closure then we will contact you as soon as possible to let you know. Provided we do this we will not be liable for delays caused by the event but if there is a risk of a substantial number of classes being cancelled you may contact us to end the contract and receive a refund for any services you have paid for but not received.

6.3 **What will happen if you do not provide required information to us.** As we informed you in the description of the services on our website, we will need certain information from you so that we can provide the services to you, for example, any illness or allergy suffered by you or any of your children (if any). You are asked to provide this information when you process your order on our website. If you do

not, within a reasonable time of us asking for it, provide us with this information, or you provide us with incomplete or incorrect information, we may either end the contract (see clause 9.1) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for providing the services late or not providing any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

6.4 **Reasons we may suspend the services.** We may have to suspend the services to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the services to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the services as requested by you or notified by us to you (see clause 5).

6.5 **Your rights if we suspend the services.** We will contact you in advance to tell you we will be suspending the services, unless the problem is urgent or an emergency. If we have to suspend the services for longer than 2 weeks in any month we will adjust the price so that you do not pay for services while they are suspended. You may contact us to end the contract if we suspend the services, or tell you we are going to suspend them, in each case for a period of more than 2 weeks and we will refund any sums you have paid in advance for services not provided to you.

6.6 **We may also suspend the services if you do not pay.** If you do not pay us for the services when you are supposed to (see clause 11.4) and you still do not make payment within 5 calendar days of us reminding you that payment is due, we may suspend supply of the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the services. We will not suspend the services where you dispute the unpaid invoice (see clause 11.6). We will not charge you for the services during the period for which they are suspended. As well as suspending the services we can also charge you interest on your overdue payments (see clause 11.5).

7. YOUR RIGHTS TO END THE CONTRACT

7.1 **You can always end the contract before the services have been supplied and paid for.** You may contact us at any time to end the contract for the services, but in some circumstances we may charge you certain sums for doing so, as described below.

7.2 **What happens if you have good reason for ending the contract.** If you are ending the contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any services which have not been provided or have not been properly provided. The relevant reasons are:

- (a) we have told you about an upcoming change to the services or these terms which you do not agree to (see clause 5.2);
- (b) we have told you about an error in the price or description of the services you have ordered and you do not wish to proceed;
- (c) there is a risk the services may be significantly delayed because of events outside our control;
- (d) we suspend the services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 2 weeks; or

- (e) you have a legal right to end the contract because of something we have done wrong.
- 7.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most services bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
- 7.4 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of services, once these have been completed, even if the cancellation period is still running.
- 7.5 **How long do I have to change my mind?** How long you have depends on what you have ordered and how it is delivered. If you have bought services, such as swimming lessons, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
- 7.6 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause [7.4]) you can still end the contract before it is completed. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end the contract in these circumstances, just contact us to let us know. The contract will not end until 1 calendar month after the day on which you contact us. We will refund any advance payment you have made for products which will not be provided to you. For example, if you tell us you want to end the contract on 4 February we will continue to supply the product until 3 March. We will only charge you for supplying the product up to 3 March and will refund any sums you have paid in advance for the supply of the service after 3 March.
8. **HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**
- 8.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:
- (a) **Phone or email.** Call customer services on 01225 800212 or email us at info@swimcentral.org.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.
 - (b) **Online.** Contact us via our website: <https://www.swimcentral.org.uk/contact-us/>
- 8.2 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind

9. OUR RIGHTS TO END THE CONTRACT

9.1 **We may end the contract if you break it.** We may end the contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 5 calendar days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services, for example, [any medical conditions you or your children may have or details of swimming experience] or if you do not comply with our Safeguarding, Photography and filming policies.

9.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you £55 as compensation for the net costs we will incur as a result of your breaking the contract.

10. IF THERE IS A PROBLEM WITH THE SERVICES

10.1 **How to tell us about problems.** If you have any questions or complaints about the services, please contact us. You can contact us by telephoning 01225 800212 or by writing to us at Info@swimcentral.org.uk and at Unit 58, 3 Edgar Buildings, Bath, Banes, England, BA1 2FJ

10.2 **Summary of your legal rights.** See the box below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price upfront, what you're asked to pay must be reasonable.
- if you haven't agreed a time upfront, it must be carried out within a reasonable time.

11. PRICE AND PAYMENT

11.1 **Where to find the price for the services.** The price of the services (which includes VAT) will be the price set out in our price list in force at the date of your order unless we have agreed another price in writing. We take all reasonable care to ensure that the prices of services advised to you are correct. However please see clause 11.3 for what happens if we discover an error in the price of the services you order.

11.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we provide the services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.

- 11.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the service's correct price at your order date is higher than the price stated in our price list, we will contact you for your instructions before we accept your order.
- 11.4 **When you must pay and how you must pay.** You must make an advance payment of 50% of the price of the Services, before we start providing them We will invoice you 6 weeks after your first payment in advance for the services until the services are completed. You must pay each invoice within [5] calendar days after the date of the invoice. We accept payment with credit or debit card, bank transfer or cheque.
- 11.5 **We can charge interest if you pay late.** If you do not make any payment to us by the due date (see clause 11.4) we may charge interest to you on the overdue amount at the rate of [5]% a year above the base lending rate of HSBC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.]
- 11.6 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.
12. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**
- 12.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
13. **HOW WE MAY USE YOUR PERSONAL INFORMATION**
- 13.1 **How we will use your personal information.** We will use the personal information you provide to us to:
- (a) provide the services;
 - (b) process your payment for such services; and
 - (c) if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these communications at any time by contacting us.
- 13.2 **We may pass your personal information to credit reference agencies.** Where we extend credit to you for the services we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.
- 13.3 **We will only give your personal information to other third parties where the law either requires or allows us to do so.**

14. OTHER IMPORTANT TERMS

- 14.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. If you are unhappy with the transfer you may contact us to end the contract within 14 calendar days of us telling you about it and we will refund you any payments you have made in advance for services not provided.
- 14.2 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.3 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.
- 14.4 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.